Re: Response to E-Mail 10-03-19 10:01 AM

Sheryl Mintz Goski, Esq. <sgoski@goskilaw.com>

Mon 11/25/2019 11:26 AM

To: Michael D'Antonio < mad.316@hotmail.com >

I advised the court that it was not appropriate for mediation and the court would then take it from there. I have not heard anything further. Kind regards. Sheryl

Sheryl Mintz Goski, Esq. 30 Columbia Tpk P. O. Box 479 Florham Park NJ 07932 908 334 8552 mobile 973 520 8520 office sgoski@goskilaw.com

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On Nov 25, 2019 11:11, Michael D'Antonio <mad.316@hotmail.com> wrote:

Sheryl can you please up date me with the status of my case. The last letter you sent to the court indicated that no one was interested in any form of settlement as you are aware I sent you a settlement letter, can you please give me a final status with the court and any notices that you sent to the court as to the disposition of this matter

Thank You Michael

From: sgoski@goskilaw.com <sgoski@goskilaw.com>

Sent: Thursday, October 3, 2019 1:06 PM

To: 'Michael D'Antonio' <mad.316@hotmail.com> Subject: RE: Response to E-Mail 10-03-19 10:01 AM

I understand, Mr. D'Antonio. After I speak with the last attorney, I will communicate with all.

If you 'Google' United States Attorney District of New Jersey Newark, you will find the intake on the website for the US Attorney. There is a process explained for contacting the prosecutor. I do not know if you would be willing to pay an hourly fee to an attorney. If you were, I might think of someone who could handle it but it would be extremely costly. Sheryl

Law Offices Sheryl Mintz Goski 30 Columbia Turnpike, Suite 301 PO Box 479 Florham Park NJ 07932 USA

EXHIBIT "1"

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From: Michael D'Antonio <mad.316@hotmail.com>

Sent: Thursday, October 3, 2019 12:38 PM

To: sgoski@goskilaw.com

Subject: Re: Response to E-Mail 10-03-19 10:01 AM

Dear Ms. Goski, My surname is D'Antonio in that you requested I call you Sheryl I shall in the future. In that I was expecting your call at 10:00 Am I was displaced and still sleeping at the time you called. I received Appendix Q and you confirmed that you have received my offer of settlement and immediately stated that no one will give me the amount of money requested. Are you making representation that you requested money from each defendant and they all refused or are you being generic and assuming they wont pay.

1. I am 67 years old under care of several physicians for a heart condition, high blood pressure and severe anxiety issues. I am seeking money and land from some of the defendants. The Borough of Allendale's main function is to over appropriate tax revenue and defeat large development of residential housing to defeat/deter its affordable housing fair share. Allendale hid it's actual fair share when they made there initial compliance, they hid over 400 acres. As such, part of my Federal Case is a violation of my rights to build affordable housing at 316 E Allendale Ave. . This alone is over \$30 million in damages or any other location I choose in the Borough of Allendale. They want to do all the affordable housing so they can choose the location and have since my Litigation. They over appropriated mortgage funds which they keep and earn future interest on, which they steal and keep for themselves. I have fraudulent employees on the payroll roster and

- they have fake vendors who they make payments to. Explain how in mediation this one aspect gets resolved? Don't they have to prove to you with fact or documents, look at the Borough Auditors reports. If they want to pick the location for affordable housing, which was or is the basis of complaint, they can pick the location and let me build on it, which is also part of my settlement which you keep saying no one wants to give you money WHEN MONEY IS NOT THE ONLY METHOD OF MY SETTLEMENT REQUESTS. YOU KEEP INTERRUPTING, DISTURBING MY THOUGHT PROCESS AND ABILITY TO CONVEY a PROPER RESPONSE. You called 50 minutes before our appointment and woke me up . You State no defendant wants to give me money. Please get that in writing so we, you and I, can have periodical documentation for the Judge. You shut me down when I sent the settlement offer wherein I ask for Affordable Housing sites adjacent to my former home which is not money. Please remain open minded remember everyone involved in this scheme in Allendale and the Bergen County Sheriffs office is gone as in they no longer work in Allendale or for the County, defend this one point??? The Bergen County Sheriff was terminated for false reasons that he was a racist. He was terminated for accepting the bribe by Mr. Epstein. Now Mr. Epstein knows he got caught so he retires and turns over all active files to his daughter which no one knows its his daughter and hides in South Carolina evading the collection of any assets if i am successful in obtaining a judgment against him. This is the reason why i requested to amend my complain to include the bank Emigrant Savings and its subsidiary Retained Realty. I still have \$640,000.00 in Equity and pursuant to Justice Harlans Decision Sniadach v Family Finance Corp McCormack Federalism Sect 1983 Limitations on Judicial Empowerment of Constitutional Protection 60 Val. Rev. 1 (1974) C. Antieau Federal Civil Rights Act Civil Practice (1971) 395 U.S. 67 (1972) i should get my house back.
- 2. As a matter of Law, the issue of my House at 316 E. Allendale Ave is to be returned. By Operation of Law the unsigned contract was void due to the Novation of the Parties, The PRC Attorney Ms. Frankel since terminated, requested and received an order denying Rule 26 discovery. In order for you to overcome the Defendants positions of a no money settlement perhaps you can request/insist on Rule 26 discovery to prove me wrong, based upon the initial pleadings. As a Mediator under section III of Appendix Q are YOU able to ask the Federal Prosecutor for intervention in this matter. So we are clear as to the facts in the matter of my home. I did not stop paying the mortgage, upon the Borough doubling my taxes it caused the Bank to double the tax escrow which they refused to give me the interest on same for 4 years. They sent the checks back due to a Non contract entity sending the payments. The Bank contract was not signed by the Bank or it's attorney Carolyn Topo and Mr. Epstein validated my complaints. The language of the contract did NOT permit EVICTION I am entitled to the lease term I had and want a partial determination now, of occupancy of the back house and the entire 3 car garage. The Bank allowed Mr. Epstein to offer a Bribe to the Bergen County Sheriff's department which was accepted by the Sheriff and the Sheriff's Department. House Counsel for the Sheriff denied access to public records to prove the checks were accepted on there revenue transaction trail. Judge Innes a Chancery Judge caught this and ordered the return of the funds which the Sheriff failed to comply with. These facts alone should warrant your determination that the Deed to Jian Luoa be vacated on fraudulent acts, and that by contract language I or an entity I designate should receive title to the property. The Bank was not licensed in the State of New Jersey and they have an error and ommission insurance policy which they can be made whole from.
- 3. I just received your email with transmission to the court regarding whether mediation will be helpful. I have complied with your requests and you have to look at all the facts and evidence in this case. A trial will only exasperate the issues in that I must have Rule 26 Discovery. All defendants want to delay as long as possible to earn more interest of the over appropriated tax revenues.
- 4. As to the Judgment for \$6 million dollars which also is filed and has a writ of execution, it is against Jack Levin a former Developer and land owner of 21 acres. Stiles Thomas a named

defendants who was born and vowed to die on Allendale soil sold his house for \$550,000.00 to a Mr. Legalia a builder who received a temporary permit for the electric service. Mr. Thomas by mail and with a fraudulent photo of a barred owl received the designation of Natural Forested Habitat for 2 endangered birds. By his own evidence Mr. Thomas violated my due process and equal protection rights and committed obstruction of justice by submitting a store bought photo and stating he took the photo. The compelling evidence is that in the photo the bird is nesting in pine tree and behind the pine tree is a white birch tree but Stiles Thomas did not have white Birch trees on his property.

- 5. Mr. John Albohm does not have to give money he never paid Jack Levin for 4.3 acres of land that Mr. Albohm cares for under a reconveyance agreement with Jack Levin Mr. Albohm an attorney has never vacated this agreement and it is still filed as a cloud on title i want the 4.3 acres it does not cost Mr. Albohm I would like to know what his response to these facts are.
- The Attorneys named as defendants have insurance policies for non-client mal practice.
- 7. if by any defendants failure to settle they expose themselves to other causes of legal action. If you are still interested in mediating i suggest you put pressure on them and get there response in writing so i have it for a trial and the judge can see it. mind you no one has denied any allegations of the complaint.

Thank You

Michael D'Antonio

From: sgoski@goskilaw.com <sgoski@goskilaw.com>

Sent: Thursday, October 3, 2019 10:01 AM

To: MAD.316@HOTMAIL.COM < MAD.316@HOTMAIL.COM >

Subject: FW: Activity in Case 2:16-cv-00816-CCC-JBC D'ANTONIO v. BOROUGH OF ALLENDALE et al

Dear Mr. Antonio:

I have not received your proposed settlement statement. As I said you can fax to 973 6291234. I am attaching Appendix Q of the federal court. It explains about mediation.

Mediation is a confidential process. I do not make any determinations or decisions. I tell (all sides) my feelings about the case. (Please see the attachment which states that the mediator engages in a neutral evaluation of contrary positions which are erecting barriers to settlement). I have been doing this a long time (more than 20 years) and so I have seen a lot. It is not always pleasant to have people see things from another side but that is life.

If there is a way to resolve, then I suggest we explore. But as I said, I have not heard a willingness to resolve. You have confirmed that there has been no offer to compromise. And I have not heard from you that you have any interest in a compromise. You mention a trial. I do not get involved in a trial, that would only be through sending this back to the Court. One thing that you can do through mediation - - if all sides agree - - is to craft a resolution that you would not be able to get through court proceedings.

That is why I say that if you would be willing to consider compromise, then maybe it is worth proceeding to a mediation. If not, then I agree that we are probably wasting everyone's time (and according to Appendix Q, I also get paid the court rate of \$300/ hour) and it might be best to tell the Court respectfully that this matter should remain in litigation.

'raelaw1953@gmail.com' <<u>raelaw1953@gmail.com</u>>

Subject: FW: Activity in Case 2:16-cv-00816-CCC-JBC D'ANTONIO v. BOROUGH OF ALLENDALE et al

I am the mediator to whom this matter has been assigned per the attached. I like to start with private calls with the parties. I have scheduled a call with plaintiff this Thursday. If others are available this Thursday please advise. My next availability is Friday 11 October.

Please respond just to me, indicate when you are available, whether you are self-represented or are counsel to a party against whom the case is pending; and also indicate the number at which you may be reached. I understand that Mr. Carter was dismissed and I have not included him in this email.

I look forward to working with the parties to resolve this case. Sheryl

Law Offices Sheryl Mintz Goski 30 Columbia Turnpike, Suite 301 PO Box 479 Florham Park NJ 07932 USA

See Calendar at: <u>www.njmediators.org/sheryl-goski</u>

Florida Address: 1180 Ocean Boulevard 8B Boca Raton, FL 33432 USA

Certified by the Florida Supreme Court as Circuit Mediator Number 33276R

973 520 8520 973 629 1234 Facsimile 908 334 8552 Mobile sgoski@goskilaw.com www.goskilaw.com

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